

**REMARKS**

The Office Action mailed February 09, 2009 has been carefully reviewed and the foregoing amendment and following remarks have been made in consequence thereof.

Claims 1-23 are pending in this application. Claims 1-23 stand rejected.

Applicants thank Examiner Iwarere for the courtesy of a telephonic interview on April 08, 2009 with Applicants' representative Kevin K. Jones. During the interview, Applicants' representative discussed the independent claims with Examiner Iwarere in view of the cited references. No demonstration was given, no agreement on allowable subject matter was reached, and no exhibit was shown.

To advance prosecution, the Examiner is invited and encouraged to telephone the undersigned to discuss any matters relating to the prosecution of the present application.

**I. Rejection of Claims 1-18 and 20-22 Under 35 U.S.C. § 103(a)**

The rejection of claims 1-18 and 20-22 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 6,267,760 to Walker et al. (hereinafter referred to as "Walker") in view of Loto Quebec, Replay Option, October 2002, <http://loteries.loto-uebec.com/web/jsp/MainPage.jsp?Params=Y.US.80700.0> (hereinafter referred to as "Loto Quebec") is respectfully traversed.

No combination of Walker and Loto Quebec describes or suggests a method of selling a non-instant lottery ticket to a

player at a point of sale terminal for participation in a game event offered by a game provider as recited in claim 1. More specifically, as discussed during the interview, no combination of Walker and Loto Quebec describes or suggests receiving, from a player at the point of sale terminal, data identified by a first machine-readable means printed on a first ticket for participation in a game event, the first ticket having the first machine-readable means printed thereon by a device not connected to the point of sale terminal and prior to the receiving and responsive to the player selecting one or more bet combinations, the first machine-readable means corresponding to the bet combinations selected by the player, and the point of sale terminal being unable to read data identified by a second machine-readable means printed on a second ticket by a standard lottery terminal for participating in the game event.

As acknowledged by the Examiner on page 4 of the Office Action, Walker does not describe or suggest a ticket having a machine-readable means printed thereon by an apparatus not connected to a point of sale terminal and prior to receiving, from a player at a point of sale terminal, data identified by a first machine-readable means printed on a first ticket for participation in a game event, the first ticket having the first machine-readable means printed thereon by a device not connected to the point of sale terminal and prior to the receiving and responsive to the player selecting one or more bet combinations, and relies on Loto Quebec as allegedly describing these features. Applicants respectfully disagree with the reliance on Loto Quebec for these features.

The Examiner alleges that Loto Quebec describes a replay option wherein a ticket has a machine-readable means printed thereon by an apparatus (e.g., a standard lottery terminal) not connected to the point of sale terminal (e.g., a standard

lottery terminal). The Examiner further alleges that Loto Quebec describes that prior to receiving one or more bet combinations selected by a player and responsive to the player selecting the one or more bet combinations, the ticket, which includes machine-readable means corresponding to the bet combinations selected by the player, has no play value until the ticket is activated by the point of sale terminal (e.g., a standard lottery terminal). However, even if the Examiner's allegations are true, Loto Quebec fails to remedy the deficiencies of Walker in describing or rendering obvious the features of independent claim 1.

Loto Quebec at best describes that a lottery ticket is printed from a standard lottery terminal and after the lottery ticket is played, the lottery ticket can be replayed by reactivating the lottery ticket at a second standard lottery terminal. However, claim 1 clearly recites that a point of sale terminal is not the same as a standard lottery terminal. For example, claim 1 recites "the point of sale terminal being unable to read data identified by a second machine-readable means printed on a second ticket by a standard lottery terminal for participating in the game event."

Accordingly, for at least the reasons set forth above, claim 1 is submitted to be patentable over Walker in view of Loto Quebec.

Claims 2-18 and 20-22 depend from and further limit independent claim 1. Thus, Applicants respectfully submit that claims 2-18 and 20-22 are patentable for at least the same reasons independent claim 1 is patentable.

Therefore, for at least the reasons set forth above, Applicants respectfully request that the rejection of claims 1-18 and 20-22 under 35 U.S.C. § 103(a) be withdrawn.

## **II. Rejection of Claim 19 Under 35 U.S.C. § 103(a)**

The rejection of claim 19 under U.S.C. § 103(a) as allegedly being unpatentable over Walker and Loto Quebec in view of U.S. Publication No. 2004/0049427 to Tami et al. (hereinafter referred to as "Tami") is respectfully traversed.

Claim 19 depends from and further limits independent claim 1. Thus, Applicants respectfully submit that claim 19 is patentable for at least the same reasons that independent claim 1 is patentable.

Accordingly, for at least the reasons set forth above, Applicants respectfully request that rejection of claim 19 under 35 U.S.C. § 103(a) be withdrawn.

## **III. Official Notice of Claim 23**

With respect to claim 23, the Examiner has taken official notice alleging that it is old and well known in the art of transactions to print a price of an item on a receipt. The Examiner further alleges that it would be obvious to one of ordinary skill in the art at the time that the invention was made to modify the combination of Walker and Loto Quebec to include printing a ticket price on a receipt in order to give an accurate record of the transaction. Applicants respectfully traverse the official notice taken by the Examiner as the features recited in claim 23 are not well-known and capable of

unquestionable demonstration, particularly in connection with the features recited in claim 1.

Further, official notice without documentary evidence to support an examiner's conclusion should only be taken by the examiner where the facts asserted to be well-known, or to be common knowledge in the art, are capable of instant and unquestionable demonstration as being well-known. See MPEP 2144.03 A. As noted by the court in *In re Ahlert*, 424 F.2d 1088, 1091 (CCPA 1970), the notice of facts beyond the record which may be taken by the examiner must be "capable of such instant and unquestionable demonstration as to defy dispute" (citing *In re Knapp Monarch Co.*, 296 F.2d 230 (CCPA 1961)). *Id.*

Therefore, as claim 23 depends from and further limits independent claim 1, Applicants respectfully submit that claim 23 is patentable for at least the same reasons that independent claim 1 is patentable.

Accordingly, for at least the reasons set forth above, Applicants respectfully request that the official notice of claim 23 be withdrawn.

**IV. Conclusion**

In view of the foregoing amendment and remarks, all the claims now active in this Application are believed to be in condition for allowance. Reconsideration and favorable action are respectfully solicited.

The Commissioner is authorized to charge Deposit Account No. 012-384 for any fees incurred during the entire pendency of this application.

Respectfully submitted,

/Kevin K. Jones/

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